



## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into by and between the following parties:

	"Company"	"LN"
Full Legal Name	Mobile Authentication Corporation	<b>LexisNexis Risk Solutions FL Inc.</b>
Street address	8777 E. Via de Ventura, Suite 280	1000 Alderman Drive
City	Scottsdale	Alpharetta
State	Arizona	GA
Zip	85258	30005
State of formation or incorporation	a Delaware Corporation	Minnesota corporation

as of December 2, 2013 (the "**Effective Date**" of this Agreement).

### Preliminary Statement

The parties wish to exchange certain information in the course of discussions regarding a potential or current business relationship between the parties as further described below (the "**Purpose**") which may result in one party (referred to as a "**Receiving Party**") having access to the Proprietary Information (as defined below) of the other party (referred to as a "**Disclosing Party**"). Receiving Party and Disclosing Party shall include any person acting on behalf of either such party as onsite individual contractors, directors, legal and accounting advisors, employees, and Affiliates (a "**Representative**") in connection with the Purpose set forth in this Agreement. For purposes of this Agreement, "**Affiliate**" shall mean a business entity controlling, controlled by or under common control, directly or indirectly, with a specified party to the Agreement. For purposes of this definition only, "**control**" means ownership of more than fifty percent (50%) of the voting stock (on an "as-converted" basis) or other voting ownership interest in an entity. Each party is responsible for any breach of this Agreement by any of its Representatives.

In addition to the foregoing, and in consideration of access to Proprietary Information that the Disclosing Party provides to the Receiving Party and other good and valuable consideration, the parties agree as follows:

**1. Information Covered.** This Agreement shall apply to all information relating to the Disclosing Party's business, including, without limitation, technical, business, financial, customer and product information, product development plans, forecasts, strategies and related information, computer programs, technical drawings, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets and other information (whether written or oral), to the extent disclosed to the Receiving Party (the "**Proprietary Information**"). For the purposes of this Agreement, the term "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Notwithstanding the foregoing, each Disclosing Party acknowledges and agrees that this Agreement shall not apply to Proprietary Information that the Receiving Party can document through competent written evidence: (i) is or (through no improper action or inaction by the Receiving Party or its Representative) becomes generally known to the public; (ii) was in its possession or known by it prior to receipt from the Disclosing Party; (iii) was disclosed to it by a third party and received in good faith and without any duty of confidentiality by the Receiving Party; or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by Representatives of the Receiving Party who have had no access to such Proprietary Information.

**2. The Receiving Party's Obligations.** The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions that the Receiving Party employs with respect to its own confidential information); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate the Proprietary Information internally and directly solely in connection with the Purpose; (iv) not to reverse engineer any such Proprietary Information or, except as expressly permitted herein, copy the same; and (v) not to, without the prior written consent of the

Disclosing Party, transmit, directly or indirectly, the Proprietary Information or any portion thereof to any country outside of the United States if the export or re-export of such information is prohibited by U.S. export laws.

The Receiving Party may make disclosures required by court order *provided that* Receiving Party uses all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, has notified the Disclosing Party, and has allowed the Disclosing Party to participate in the proceeding. Any Representative to whom the Receiving Party gives access to any such Proprietary Information must have a legitimate "need to know" such Proprietary Information and shall be bound in writing to maintain the confidentiality of, and not to use, the Disclosing Party's Proprietary Information under terms and conditions no less stringent than those set forth in this Agreement.

**3. Return of Proprietary Information.** Immediately upon a written request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or destroy all Proprietary Information of the Disclosing Party within the Receiving Party's possession and certify same to the Disclosing Party. Notwithstanding anything to the contrary herein, 1) neither party will be required to delete electronic Proprietary Information stored in back-up/archival storage in accordance with its policies, provided that any such retained Proprietary Information will continue to be subject to the terms of this Agreement until it is destroyed by the Receiving Party; and 2) each party may retain copies of the Proprietary Information to the extent required to comply with applicable legal and regulatory requirements, provided, however, that such Proprietary Information shall remain subject to the terms and conditions herein.

**4. No Required Transaction, License, Restriction or Costs.** The Receiving Party understands that nothing herein (i) requires the Disclosing Party to proceed with any proposed transaction, relationship or Service Agreement (as defined below) in connection with which Proprietary Information may be disclosed, or (ii) grants any right or license to use or practice any of the Proprietary Information disclosed hereunder, or any Trade Secrets, copyrights, inventions, patents or other intellectual property rights of the Disclosing Party.

Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the subject matter hereof shall not: (a) constitute a representation, warranty, assurance, guarantee or inducement with respect to the accuracy or completeness of any Proprietary Information or the non-infringement of the rights of third persons, and the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any disclosures by Disclosing Party; or (b) impair or restrict a Receiving Party's right to make, procure or market any products or services, now or in the future, which may be competitive with those offered by the Disclosing Party or which are the subject matter of this Agreement as long as the Proprietary Information from the Disclosing Party is not utilized in any manner to enhance the competitive position in the market place of the Receiving Party. Each party expressly agrees that money expended or expenses or losses incurred by it in preparation for, or as a result of, this Agreement or the parties' meetings or communications shall be borne solely by it without reimbursement of any kind from the other party.

**5. Confidentiality of Agreement and Purpose.** Except to the extent required by law, neither party shall publicize or disclose the Purpose, the existence or subject matter of the negotiations with respect to the Purpose, or this Agreement without the prior written consent of the other party.

**6. Confidentiality Period.** This Agreement shall remain in effect for a term of two (2) years from the date of this Agreement. However, the obligations hereunder with respect to any disclosure made within such term will survive and continue for a period of three (3) years after the Agreement terminates or expires, except that the obligations with respect to Proprietary Information constituting a Trade Secret shall survive for so long as such information remains a Trade Secret under applicable law.

**7. Remedies.** The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief without proof of monetary damages, including without limitation, injunctive relief and specific performance, in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any direct loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any such breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware and shall use its best efforts to prevent any further unauthorized release or breach.

**8. Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

**9. Governing Law; Legal Costs.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflicts of law provisions. The prevailing party in any action to enforce this Agreement shall be entitled to actual costs and reasonable attorneys' fees.

**10. Notices.** All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, by nationally recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested, to the addresses set forth in the preamble to this Agreement, or such other addresses of which the parties may notify each other from time to time in accordance with this Section 10, and shall be effective upon receipt.

**11. Assignment.** Neither this Agreement nor any rights hereunder shall be assignable or otherwise transferable by either party in whole or in part without prior written consent (which consent will not be unreasonably withheld), provided, however, that either party may assign or transfer this Agreement and its rights hereunder to an Affiliate or successor to its assets or business if such assignee agrees in writing to be bound by the terms and conditions hereof. Any assignment to the contrary shall be void.

**12. Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

**13. Entire Agreement; Waiver; Signature and Delivery.** This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof; in the event that an agreement between the parties to provide LN products or services to Company ("Service Agreement") exists, whether executed prior to or after this Agreement, this Agreement shall not supersede or modify such Service Agreement and this Agreement shall have no force or effect for services provided under such Service Agreement. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes. This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute the same instrument.

**Purpose of Discussions:** Pursuing a potential ongoing commercial relationship between the parties regarding their products and services.

In witness whereof, the parties have executed this Mutual Nondisclosure Agreement as of the date set forth above.

Mobile Authentication Corporation

LexisNexis Risk Solutions FL Inc.

Signature

Signature

By: Wade Edwards

By: Darren Moore

Print Name

Print Name

Title: SVP Strategic Initiatives

Title: VP & Lead Counsel

Date: December 2, 2013

Date: 12/9/13

Reviewed  
by Legal  
12/5/13 HC

